

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

NANCY HYDER,

Plaintiff,

v.

KEMPER NATIONAL SERVICES, INC.;
LUMBERMAN'S MUTUAL INSURANCE CO.;
BROADSPIRE SERVICES, INC.; VODAFONE
AMERICAS, INC.; VODAFONE AMERICAS,
INC., SHORT TERM DISABILITY PLAN;
VODAFONE AMERICAS, INC., LONG TERM
DISABILITY PLAN; VODAFONE EMPLOYEE
HEALTH PLAN; VODAFONE EMPLOYEE DENTAL
PLAN; VERIZON WIRELESS, INC.; and
DOES 1 TO 50, inclusive,

Defendants.

No. C 05-1782 CW

ORDER GRANTING
PLAINTIFF'S
MOTION TO ENTER
JUDGMENT

On June 30, 2006, the Court issued an order granting Plaintiff's motion under Federal Rule of Civil Procedure 52 for adjudication of her Employee Retirement Income Security Act (ERISA) claim against Defendants Kemper National Services, Inc. (Kemper); Lumberman's Mutual Insurance Co. (Lumberman's); Broadspire Services, Inc. (Broadspire); Vodafone Americas, Inc., Long Term

1 Disability Plan (the LTD Plan); and Vodafone Americas, Inc., Short
2 Term Disability Plan (the STD Plan) (collectively the Disability
3 Plan Defendants).¹ On October 11, 2006, the Court issued an order
4 determining the amount of back benefits and pre-judgment interest
5 on Plaintiff's ERISA claim against the Disability Plan Defendants.
6 On December 28, 2006, the Court issued an order granting
7 Plaintiff's unopposed motion to modify the order adjudicating the
8 ERISA claim and denying without prejudice Plaintiff's motion for
9 entry of partial judgment because Plaintiff's fourth and fifth
10 causes of action had not yet been adjudicated.

11 The parties have settled those claims, and Plaintiff again
12 moves for entry of judgment. The Disability Plan Defendants do not
13 oppose entry of judgment, but object to the fifth paragraph of
14 Plaintiff's proposed judgment, which provides,

15 Plaintiff is entitled to prospective long-term disability
16 benefits, from and after the date of this judgment, at the
17 rate of \$5,597.84 per month, until such time as her
18 entitlement to such benefits shall change or terminate
pursuant to the terms of the Vodafone long term disability
plan.

19 Disability Plan Defendants object to this provision on three
20 grounds, none of which are well taken. First, they argue that the
21 Court's opinion adjudicating Plaintiff's ERISA claim never
22 mentioned prospective benefits. However, the order specifically
23 found that Plaintiff "is entitled to receive LTD [long-term
24 disability] benefits." June 30, 2006 Order at 26.

25 Next, Disability Plan Defendants argue that a prospective

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27 ¹For a complete overview of the facts of this case, see the
28 Court's June 30, 2006 order.

1 award is premature because Plaintiff's future condition is unknown.
2 Finally, Disability Plan Defendants argue that a prospective award
3 would violate the terms of the plan, which only allows benefits if
4 the participant is eligible under the terms of the plan. However,
5 the terms of the proposed judgment address that concern by allowing
6 prospective benefits only "until such time as her entitlement to
7 such benefits shall change or terminate pursuant to the terms of
8 the Vodafone long term disability plan."

9 For the foregoing reason, the Court GRANTS Plaintiff's motion
10 for entry of judgment. Judgment shall enter accordingly.

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12 IT IS SO ORDERED.

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14 Dated: 4/18/07



15 CLAUDIA WILKEN
16 United States District Judge
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